

BBWI FORM
PROC-1811b
05/01

CONTRACT NO. 21115
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3975
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: S.M. Stoller Corporation
1780 First Street
Idaho Falls, Idaho 83401

Effective Date: PSQ Approval Date

To: Douglas Gail
Phone: (208) 525-9358
Fax: (208) 525-3364
Email: dgail@stoller.com

Completion Date: 09/30/2007

1. STATEMENT OF WORK

Subcontractor shall provide services necessary to perform the INEEL CERCLA Disposal Facility Complex Implementation Project in accordance with the requirements, terms and conditions specified or referenced in this Contract.

2. RESOURCES

- 2.1.1. The Subcontractor shall provide all resources, e.g., materials, equipment, tools, services, labor and supervision, necessary to fulfill the requirements of this Contract, except as provided herein or otherwise specified.
- 2.1.2. BBWI shall provide Paper, Allied Industrial Chemical Workers International (PACE) represented personnel for performance of excavation and transportation work. These personnel shall be provided in accordance with the terms of the PACE Labor Agreement, Applicable Documents 3.1.14. BBWI shall make PACE represented personnel available to Subcontractor for the number of hours stated below. Subcontractor agrees the PACE represented personnel, and hours for these personnel, listed below will meet its needs to fulfill its contractual requirements.

Subcontract Administrator: Michael Drake	Telephone: (208) 526-2593	Cash Terms: Net 30
PQA-04 JUN 17 2003 PSQ APPROVAL	Signed: <u><i>Bob Harmon</i></u>	<u>6-18-03</u> Date
	Title: <u>Director, Supply Chain Management and Contracts</u>	
	Signed: <u><i>Douglas Gail</i></u>	<u>6-17-03</u> Date
	Title: <u>Northwest Ops Director</u> Return one signed copy of this Contract to BBWI.	

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	FY03	FY04	FY05	FY06	FY07
Equipment Operator	685	4607	6185	6053	5150
Laborer	625	3540	5647	5356	4995
Teamster	868	7857	12379	12205	10821

- 2.2. In the event BBWI cannot provide sufficient qualified PACE represented personnel to perform the work, the Subcontractor may obtain employees from any other source without obligation to recognize PACE as the representative of such employees or to apply any of the terms contained herein. Price adjustments for Subcontractor using labor other than provided by PACE will be negotiated using the BBWI change control process.

3. APPLICABLE DOCUMENTS

- 3.1. The following document(s) are incorporated into, and become a part of, this Contract:
- 3.1.1. Statement of Work for the INEEL CERCLA Disposal Facility Complex Implementation Project, Document ID: SOW-698, Revision ID: 0, dated 05/19/2003.
 - 3.1.2. Statement of Work for the Remedial Action of Contaminates Soil Sites at Waste Area Groups 1, 3, 4, and 5, Document ID: SOW-691, Revision ID: 1, dated 06/03/2003.
 - 3.1.3. Technical Specifications for the ICDF Landfill and Evaporation Pond Remedial Design/Construction Work Plan – AFC, Document ID: SPC-1476, Revision ID: 3, dated 06/05/2003.
 - 3.1.4. Drawings marked with a checkmark on ICDF Title Sheet, Drawing Index, and Site Location Maps, Revision 0, dated 05/07/2002.
 - 3.1.5. Special Conditions for The ICDF Complex Implementation Project, Revision 0, dated 03/26/2003.
 - 3.1.6. Documents listed on INEEL Disks (3 each) "Project 23350, ICDF Complex Implementation Project," dated March 6, 2003, March 27, 2003 and April 15, 2003.
 - 3.1.7. Quality Clauses applicable to Contract No. 21115, dated June 3, 2003.
 - 3.1.8. Subcontractor's Quality Assurance Project Plan (QAPjP).
 - 3.1.9. Subcontractor's Quality Plan (SQP)
 - 3.1.10. Form 431.13 (07/23/2002 Rev. #4), "Vendor Data Transmittal and Disposition Form."
 - 3.1.11. Form 431.14 (7/23/2002 Rev. #5), "Vendor Data Schedule," "ICDF Complex Implementation Project, Contract 21115," dated 05/20/2003.
 - 3.1.12. Site Stabilization Agreement, Appendix A Wage Rates, dated 01/01/2003 (applicable to construction only).
 - 3.1.13. INEEL Site Labor Stabilization Agreement (applicable to construction only).
 - 3.1.14. PACE Labor Agreement, dated 06/10/2003.
 - 3.1.15. INEEL Site Construction Jurisdictional Procedural Agreement (applicable to construction only).
 - 3.1.16. Sampling Clarification, dated 04/21/2003.

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The Specifications, Special Conditions, and Drawings, if any, are required, as a minimum, at the jobsite by the Subcontractor. In case of duplication between documents listed herein, the latest revision shall take precedence.

4. OTHER FORMS AND ATTACHMENTS

- 4.1. Form 414.74# (03-97), "Supplier Process Deficiency Report." (Including Form 414.75# (03-97), "Continuation Sheet").
- 4.2. Form 414.78# (02-15-2000), "Supplier Corrective Action Addendum."
- 4.3. Form 432.77# (03/04/2003), "Change Notice."
- 4.4. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."

5. TERMS AND CONDITIONS

- 5.1. General Provisions: The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Fixed-Price Construction Subcontracts, Form PROC-185 Rev. March 12, 2003. Article GP-16, "Limitations on Subcontracting and Performance of Work by Subcontractor," and GP-14, "Payment and Performance Bonds" are hereby deleted. BBWI's General Provisions are available at the following Internet address:

<http://www.inel.gov/procurement/formsdocuments.asp>.

- 5.2. Substance Abuse: Subcontractor shall comply with its BBWI-approved substance abuse program, which was developed in conformance to 10 CFR 707, throughout the performance of this Contract. Subcontractor's failure to comply shall be a breach of contract subject to all rights and remedies afforded to BBWI under the law. Subcontractor shall include the requirement for compliance with 10 CFR 707 in all of its subcontracts, at any tier, that are subject to the requirements of 10 CFR 707.
- 5.3. Integration of Environment, Safety, and Health into Work Planning and Execution (DEAR 970.5204-2, as prescribed in 48 CFR (DEAR) 970.2303-2(a)):
 - 5.3.1. For the purposes of this article:
 - 5.3.1.1. Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - 5.3.1.2. "Employees" include Subcontractor employees and all lower-tier subcontractor employees at any level.
 - 5.3.2. In performing work under this Contract, the Subcontractor shall perform work safely, i.e., in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environmental, safety and health (ES&H) functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of the work, ensure that:
 - 5.3.2.1. Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.

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- 5.3.2.2. Clear and unambiguous lines of authority and responsibility for ensuring ES&H functions and activities are established and maintained at all organizational levels.
 - 5.3.2.3. Personnel possess the experience, knowledge, skills and abilities that are necessary to discharge their responsibilities.
 - 5.3.2.4. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public and the environment is a priority whenever work is planned and performed.
 - 5.3.2.5. Before work is performed, the associated hazards are evaluated and an agreed upon set of ES&H standards and requirements are established, which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - 5.3.2.6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and its associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - 5.3.2.7. The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed upon by BBWI and the Subcontractor.
 - 5.3.3. The Subcontractor will:
 - 5.3.3.1. Identify and analyze hazards associated with the work;
 - 5.3.3.2. Develop and implement hazard controls;
 - 5.3.3.3. Perform work in accordance with the hazard controls; and
 - 5.3.3.4. Provide feedback on adequacy of controls and continue to improve safety management.
 - 5.3.4. The Subcontractor shall comply with, and assist BBWI in complying with ES&H requirements of all applicable laws, regulations, and directives including, but not limited to, DOE Order 440.1A, Worker Protection Management for DOE Federal and Contractor Employees. The Subcontractor shall cooperate with Federal and non-Federal governmental agencies having jurisdiction over ES&H matters under this Contract.
 - 5.3.5. Stop Work Order: In the event that BBWI issues a stop work order to the Subcontractor for an ES&H or Quality related occurrence, an order authorizing the resumption of the work will be issued only by BBWI. The Subcontractor shall not be entitled to an extension of time or an increase in price, or damages by reason of, or in connection with, any work stoppage ordered in accordance with this article unless authorized by BBWI.
 - 5.3.6. The Subcontractor shall include an article substantially the same as this article, including this Paragraph, in all lower-tier subcontracts involving complex or hazardous work at a DOE-owned or BBWI-leased facility. Such article shall provide for the rights of BBWI and the Subcontractor to stop work under the conditions described in the paragraph entitled "Stop Work Order" of this article.

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- 5.4. Contractor hereby assigns full warranty responsibility to Subcontractor for equipment and material furnished under this Contract.
- 5.5. On-Site Equipment Use Requirements: All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.
- 5.6. Subcontract Requirements Manual: The BBWI Subcontractor Requirements Manual, available at <http://www.inel.gov/procurementformsdocuments.asp>, is incorporated by this reference. Subcontractor is required to submit to the Subcontract Administrator identified herein, within 10 calendar days of award, a list of the Program Requirements Documents (PRD's) that are applicable to the work being performed based on expected hazards. Subcontractor shall perform all work in accordance with the requirements of the identified PRD's. Subcontractor is responsible for amending the list and providing a copy of such amended list to the Subcontract Technical Representative in the event of a change in applicable requirements.
- 5.7. Notice of Award: Subcontractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of the award of any lower-tier construction subcontract in excess of \$10,000. For your convenience, the address is as follows: U. S. Department of Labor, ESA/OFCCP, 1515 S. W. 5th Avenue, Suite 1030, Portland, OR 97201, ATTENTION: Area Director.
- 5.8. Supplier Performance Evaluation: The Subcontractor shall be evaluated monthly utilizing BBWI's Supplier Performance Evaluation System based on the following criteria: Safety, Technical Performance, Quality Assurance, Schedule, Supplier Data, and Administration.
- 5.9. Site Stabilization Agreement/Jurisdiction Agreement: These agreements shall be enforced on this Contract for all work identified as Davis Bacon covered (ICDF Cell No. 2 construction and treatment and engineered disposal) in accordance with agreements set forth between the Construction Trades, DOE, and BBWI. The Subcontractor and all lower-tier subcontractors must become signatory to the Site Stabilization Agreement prior to commencement of any on-site construction. During the course of the Contract, at any given period of time, the wage rate (i.e., Davis Bacon or Site Stabilization) that is higher shall be paid.

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- 5.10. Service Contract Act (SCA): Labor forces for the work associated with excavation and transportation of CERCLA waste provided by Subcontractor is subject to the provisions of the SCA. Wage Determination No. 1994-2159 Rev. 19, as changed, dated 05/28/2002, attached hereto and as amended by the U. S. Department of Labor Memorandum dated 05/14/2003, is made a part of this Contract. The Subcontractor agrees to the amendment of this Contract to include any subsequent wage determination and that any resultant equitable adjustment shall address only incremental direct labor and fringe benefit costs. Any questions regarding payment of wages and fringe benefits should be referred to the appropriate U.S. Department of Labor Office.
- 5.11. Byrd Amendment: Subcontractor shall comply with FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions.
- 5.12. Anti-Kickback Act: By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
- 5.13. Certification of Eligibility: Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 5.14. Toxic Chemical Release Inventory Reporting
- 5.14.1. As used in this clause, "Toxic Chemical Release Inventory Reporting," the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. 11001-11050) (EPCRA) and the Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)(PPA), established programs to protect public health and the environment. Under these Acts, certain businesses are required to submit reports each year on the amounts of toxic chemicals their facilities release into the environment.
- 5.14.2. The Subcontractor shall comply with its certification entitled, "Certification of Filing Toxic Chemical Release Inventory Reporting Form (Form R)," which was part of its proposal and is expressly incorporated herein by reference.
- 5.14.3. The Subcontractor shall insert in all first tier subcontracts a clause substantially the same as this clause (without this paragraph).
- 5.14.4. Remedies. If the Subcontractor inaccurately, incompletely or falsely certified as to a facility's compliance with the reporting requirements of EPCRA section 313 and PPA section 6607, or if any of the Subcontractor's facilities has deliberately not filed a Toxic Chemical Release Form, or deliberately not submitted complete information, BBWI may terminate the Subcontract or take other appropriate action.

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- 5.15. Asbestos Containing Materials: The Subcontractor, (Subcontractor is defined to include the subcontractor, its officers, agents, employees, and all lower-tier subcontractors), shall not use asbestos containing materials (ACM), as defined in 29 CFR 1910.1001, in the work provided under this Contract. Upon completion of the work, Subcontractor shall certify, via BBWI Form PROC-6006, Asbestos Free Certification, that it, including its lower-tier subcontractors, did not use any ACM in performing work under this Contract. The Subcontractor acknowledges that BBWI and DOE have responsibilities to employees at the INEEL facilities per 29 CFR 1910.1001 to determine the presence, location, and quantity of ACM and to provide this information to employees. The Subcontractor acknowledges that this legal responsibility cannot be met and that BBWI may incur liability, if the Subcontractor uses any ACM in performance of this Contract. The Subcontractor indemnifies DOE and BBWI against all liability and costs resulting from Subcontractor's use of any ACM in work provided under this Contract and for all legal fees and costs incurred in enforcing this indemnification. The Subcontractor agrees that any use of ACM by Subcontractor constitutes negligence and, as such is also covered by the indemnification provision contained in the general provisions article entitled, Subcontractor's Responsibility. The indemnification coverage under the Subcontractor's Responsibility article is applicable, under this clause, for liability for property damage, or injury, or death to persons that arise from, or are related to, the Subcontractor's use of ACM.
- 5.16. Suspect/Counterfeit Items (S/CI): The Subcontractor shall verify that items do not exhibit any suspect or counterfeit characteristics as defined by PRD-5008 Appendix A, General Indicators for Identifying Suspect/Counterfeit Items and PRD-5008 Appendix B, Commodity Suspect Indicators List. Subcontractor personnel shall be trained on the identification of suspect/counterfeit characteristics prior to performing this activity. The Subcontractor shall verify that all fasteners (0.25" nominal and above) including those components, equipment, and/or assemblies do not exhibit head marks listed in PRD-5008 Appendix E, DOE Head mark list. PRD-5008 Appendix D, Fasteners and PRD-5008 Appendix F, Refurbished Molded Case Circuit Breakers, provide additional instructions for commodities with suspect or counterfeit history.
- 5.17. Construction Change Control System: Subcontractor shall use the Subcontractor Field Problem (SFP), Form 432.80, to request clarification of, or to request relief or deviation from, a requirement(s) of this Contract, including BBWI-approved, Subcontractor-originated documents, otherwise herein designated as "Vendor Data" or "Supplier Data." The SFP shall be executed in accordance with the instructions accompanying Form 432.80. SFP approval to be relieved or to deviate from a requirement(s) of this Contract must be obtained by the Subcontractor prior to shipment. Repair or rework of nonconforming goods or reperformance of on-site services that involve BBWI coordination or support is defined as a deviation from the requirements and must be approved, via Change Notice or Change Order, prior to rework, repair or reperformance. All clarifications of, or deviations from, a requirement(s) of this Contract shall be incorporated into the affected contractual document(s), using red indelible ink. The only acceptable method of incorporating a clarification/deviation into a contractual document is by: 1) drawing a single red line through the affected requirement(s) on the affected document(s); 2) "clouding," or otherwise highlighting, the clarified/deviated requirement; 3) initialing and dating (by the individual incorporating the clarification/deviation); and 4) referencing the number of the SFP that authorized the clarification/deviation.

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- 5.18. The Subcontractor shall submit, within 10 calendar days after award, a schedule of submittals required to perform work at ICDF and each dig site. The schedule shall include submission dates and required response dates for each critical submittal affecting schedule.
- 5.19. Subcontractor insurance shall cover BBWI personnel while operating subcontractor owned equipment (including GFE).
- 5.20. Subcontractor shall meet DOT requirements for transporting hazardous waste and for road weight restrictions.
- 5.21. Payment Bond – In lieu of a Payment Bond for Cell No. 2 construction, BBWI shall withhold from each monthly invoice, 35% of the total invoice cost as retention. Subcontractor shall submit a written certification from a duly authorized representative of Subcontractor's lower-tier subcontractor(s), that said payments under current invoice have been paid in full to lower-tier subcontractor. Upon receipt of all lower-tier payment certifications for a given month, BBWI shall release 100% of the 25% retained for the period. At no time will the retention of funds be greater than \$500,000.00 during a given fiscal year.
- 5.22. Performance Bonds – Subcontractor and its lower-tier must provide Performance Bonds having a collective total penal amount equal to 100 percent of the value of construction of ICDF Cell No. 2, within seven calendar days of Contract award. Each Performance Bond shall be respective of the Subcontractor and each lower-tier's portion of its work. Subcontractor and its lower-tier agree to enter into a supplemental agreement for performance bonding requirements to ensure adequate protection for Contractor.

6. ORDER OF PRECEDENCE

- 6.1. In the event of any inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence as follows: (a) Contract, (b) Specifications and Statement of Work, (c) Vendor Data Schedule, (d) Drawings, (e) Special Conditions, (f) General Provisions, and (g) other provisions of this Contract, whether incorporated by reference or otherwise. However, Subcontractor shall notify BBWI prior to performing work based on resolution of an inconsistency by the order of precedence set forth herein. This Item No. 6.1., replaces General Provisions Article GP-1, a.

7. PRICE

- 7.1. The total ceiling price of this Contract is [REDACTED] and is comprised of the following:
- 7.1.1. ICDF Cell 2 Construction at the firm, fixed price of [REDACTED]. Payment will be made in accordance with Article GP-42, "Payment Under Fixed Price Construction Subcontracts," of the applicable General Provisions, PROC-185.
- 7.1.2. Remediation Areas mobilization, excavation, transportation, backfill/compaction, revegetation and demobilization, at a maximum ceiling price of [REDACTED]
- 7.1.3. ICDF Complex mobilization, bulk placement and management, at a maximum ceiling price of [REDACTED]
- 7.1.4. Stabilization and Additional Placement Options, at a maximum ceiling price of [REDACTED]

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- 7.1.5. Payment for all work, other than construction of ICDF Cell No. 2, will be made in accordance with Attachment No. 1, Fixed Unit Pricing and Payment and Attachment No. 2, Pricing Description. Soil quantities listed in Table 1-1, Revision D, are estimated quantities. Verification of actual quantities will be made in the field at time of activity execution. Pricing for Additional Placement Options and Stand-by shall be in accordance with Attachment A and will be compensable upon authorization by the Contractor.
- 7.2. Limitation of Funds – Funding will be provided by the Contractor on a fiscal year basis. Full funding of the Contract amount is not currently available. The amount currently obligated for Fiscal Year 2003 performance is [REDACTED]. Subcontractor is obligated to complete all Fiscal Year 2003 work scope defined in Section 8.4 herein, within this obligation. To assure that the current maximum funding limit is not exceeded, Subcontractor must notify Contractor in writing when Subcontractor incurred costs equal 90% of the current maximum funding limit. This 90% notification is to assist the parties to avoid exceeding the current maximum funding limit and in no way alters the fixed unit price nature of this Contract.
- 7.3. Soil and debris quantities are identified in Table 1-1, Revision D. If actual quantities are plus or minus 15% of quantities defined in Table 1-1, price increases or decreases shall be in accordance with the Pricing Schedule and shall apply retroactively to total quantities.
- 7.4. Pricing includes all costs for storage of wastes not yet identified that do not have a defined disposal path. This includes costs of dust control and inspection.
- 7.5. Subcontractor will be responsible for all training costs for its employees and all training costs are included in the Contract price. Contractor will provide all INEEL specific training, Subcontractor shall be responsible for its labor costs during INEEL training.
- 7.6. Mark-up Rates: The following markup rates shall be used for price adjustment under the "Changes" and "Differing Site Conditions" articles of the General Provisions. Markup rates identified herein apply to changes in work scope for Cell 2 construction work only.
- 7.6.1. Overhead: This rate shall compensate the performing subcontractor (i.e., could be prime subcontractor or a lower tier subcontractor at any level) for indirect costs allocable to the price adjustment for a change. The amount allowed for overhead shall include, but is not limited to : vehicles, operating costs of vehicles, maintenance of vehicles; office buildings, furniture, office equipment, storm damage and repairs, safety supplies, welder testing, janitorial labor and supplies, cleanup labor, survey signs and barricades; insurance, taxes and legal support; home office general and administrative (G&A); home office and on-site project management and supervision, including project managers, superintendents, engineers, QA/QC, purchasing, estimating, secretaries, and clerks, small tools and other consumables. The maximum allowable rate is 15%. If supervision is a direct cost to Subcontractor, it shall not be recoverable as an indirect cost included in the overhead rate and shall be recoverable as a direct cost only (see 7.6.6.).
- 7.6.2. Handling: This rate shall provide the only compensation to the supervising subcontractor (any level) for costs/profit incurred in managing the performing subcontractor. The maximum allowable rate is 5%.

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- 7.6.3. **Profit:** The maximum profit rate(s) for work beyond the initial scope of work, shall be allowed in accordance with the following: 10% if priced prior to starting any work; 7% if priced during performance of work; and 3% if priced after work is complete. The basis for profit calculations may be one or more of the following: the Subcontractor price proposal; the Contractor's independent estimate; or the negotiated estimated cost. In no event may the final negotiated profit amount be calculated solely as a profit rate applied to actual costs.
- 7.6.4. **Equipment:** Hourly rates for Subcontractor-owned equipment shall be at Bluebook Equipment Rental Rates based on applicable monthly, weekly or daily rental rate. All other equipment shall be in accordance with fair market value.
- 7.6.5. **Labor:** The maximum allowable rate shall be the current Appendix A rate for the Site Stabilization Agreement (SSA) or Davis-Bacon Act minimum wage determination, whichever is higher.
- 7.6.6. **Supervision:** A reasonable differential from SSA journeyman rates will be allowed. Supervision costs (including pickup trucks) shall only apply if: 1) the change affects the critical path of the project; and 2) supervision is a direct cost to the project, in accordance with FAR 31.202.
- 7.6.7. Pricing shall not include any escalation for Site Stabilization Agreement labor rate adjustments. BBWI will allow an adjustment based on actual increase only.
- 7.6.8. Grout costs shall not exceed the then current market price as verified by BBWI and shall be reimbursed for the performing subcontractor at actual cost plus 15%. A 5.5% material handling rate shall provide the only compensation to the supervising subcontractor for costs/profit incurred in managing the performing subcontractor.
- 7.7 Any price adjustments to this Contract shall be in accordance with FAR Part 31.
- 7.8 Costs for modifications to the existing work site to support additional utilities will be at the Subcontractor's expense.

8. PERFORMANCE PERIOD

- 8.1. The Subcontractor shall be released by BBWI to begin on-site work on the effective date of the Notice to Proceed (NTP) and shall complete all work by 9/30/2007. Separate NTP's shall be issued for ICDF mobilization, for each remediation site and for Stabilization (SSSTF) activities. ICDF mobilization shall be on or before September 1, 2003. All Contract requirements are to be met for each NTP prior issuance.
- 8.2. The operational window for landfill and excavation activities will generally be April 15 through November 15. Mobilization for earlier starts or later demobilizations will be by mutual agreement between Contractor and Subcontractor.
- 8.3. The ICDF receiving schedule and/or excavation schedule for each fiscal year may be accelerated by mutual agreement between the Contractor and Subcontractor but will be dependent upon funding availability.

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- 8.4. Work to be completed Fiscal Year 2003 and Fiscal Year 2004 shall include complete excavation, transportation and disposal of WAG 4 contaminated soils by 09/30/2003, complete excavation and transportation of WAG 4 contaminated soils requiring treatment by 09/30/2003, stockpile and complete treatment and disposal by 09/30/2004. Complete excavation, transportation and disposal of WAG 5 contaminated soils and contaminated soils from WAG 1 (TSF-06, TSF-03 and TSF-26) by 09/30/2004.

9. REPORTS AND DATA REQUIREMENTS

9.1. Subcontractor Administrative Submittal Requirements:

Submittal	When Required (Calendar days)	Submit to
Certificate of Insurance	7 days after award	SA
Performance Bonds, Form No. PROC-2119, respectively (construction work only)	7 days after notice to proceed	SA
Key Personnel and Line of Authority, Form PROC-2121	7 days after award	SA
Submittal Schedule (see 5.18. herein)	10 days after award	SA
Lower-tier Acknowledgement, Form PROC-1413	14 days after award	SA
Initial CPM Schedule	14 days after award	SA and STR
Final CPM Schedule	28 days after award	SA and STR
Subcontractor's Quality Assurance Project Plan	45 days after award	SA
Schedule of Values	With initial CPM schedule	SA and STR
Daily Construction Logs	2 hours after next work shift start	STR
CM Subcontractor Weekly ES&H Summary, Form 432.64	9:00 AM Tuesday following week	STR
Certified Payrolls	Weekly	SA
Monthly CPM Schedule Update	Monthly	SA and STR
Monthly SOV Update	Concurrent with invoice dates	SA and STR
Monthly CVDSL Update	Concurrent with invoice dates	SA and STR
Monthly Badge Reports	Concurrent with invoice dates	SA
OSHA 300 Logs	(See GP Article No. 23)	SA
Recovered Materials Report for Construction Services, Form 540.15	At completion of work	SA
Badge Release	With final invoice	SA

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- 9.2. Omission of data requirements from any summary data list provided under this Contract shall not excuse Subcontractor from furnishing all data required by the Contract.

10. ADMINISTRATION

- 10.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Douglas Gail.
- 10.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Michael Drake, or an authorized Subcontract Administrator or Procurement Manager.
- 10.3. Technical Jurisdiction and Occurrence Reporting Representative. All work performed under this Contract shall be subject to the technical jurisdiction of the BBWI Subcontract Technical Representative (STR). Subcontractor agrees the STR shall have overall technical direction of the work to be performed by Subcontractor and shall be available at all reasonable times in connection therewith. The STR or authorized representative is solely and exclusively authorized to provide in-the-field technical direction and coordinate support as required. This authorization includes the authority to accept/initiate in-scope changes for work at no cost only.
- 10.4. Notices: Any notice provided for this action shall be considered as having been given:
- 10.4.1. To BBWI, if mailed electronically via e-mail ("mdl@inel.gov") or fax, or if delivered personally to Michael Drake, or if mailed by U. S. Mail addressed to Michael Drake, Bechtel BWXT Idaho, LLC, Mail Stop 3975, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3975; or

To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 1780 First Street, Idaho Falls, Idaho 83401.